

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

October 22, 2015

VIA EMAIL AT chris@chrisleschber.com
AND REGULAR U.S. MAIL

Leschber Investments L.P
4000 CR 132
Hutto, TX 78634

Re: Williamson County
Drainage Easement/Improvements – CR 199

To Whom It May Concern:

Please allow this letter to set out my understanding of your agreement to grant Williamson County a permanent drainage easement and temporary construction easement on your property, in exchange for the County's construction of the improvements set forth in my letter of August 18, 2015, a copy of which is attached as Exhibit "A". The drainage easement will measure approximately 20' x 58' (+/-1,160 SF), as shown on the drawing attached as Exhibit "B".

Regarding concerns about your crops, please note the County will not perform the work while crops are in the fields in the area of the project. The work is expected to take no longer than two (2) months to complete, but please understand delays may be unavoidable.

If this meets with your understanding please execute this letter where indicated and return it to me. Upon receiving your signatures and the agreement of the aforementioned property owner(s) to the south, the County will proceed with obtaining a survey of the easement in order to finalize the form of the easement. Drafts of the drainage easement and temporary construction easement, without surveys and legal descriptions, are attached.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,



Brian J. Knowles
Sheets & Crossfield, P.C.

reclaimed and reduce future erosion. Installing more efficient drainage structures and allowing the County to maintain those areas also restores a more efficient natural drainage pattern across the county roadway.

Granting the drainage easement also allows the County to maintain the ditch and rip rap improvements at its own cost in the future. I have enclosed a draft of a drainage easement and a temporary construction easement for your review. Once we agree on the easements and work, a surveyor will prepare field notes and we will finalize the easements. After execution of the easements, the overall project is expected to take a maximum of 6 months to construct and ensure that it works as designed. The temporary construction easement would only be used for the time necessary to perform the proposed work.

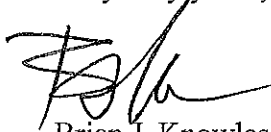
On the aerial exhibit I was provided I do not see any existing fencing that might be affected by the work proposed here, but if there is any existing fencing in this area, the County would pay the reasonable cost to reconstruct that fence after completion of the work.

Hopefully you agree the mutual benefits this project will provide, including improvement to the quality of the road facility and more efficient drainage, while also allowing reclamation of portions of your property for other uses, make this a reasonable request. If not, I am confident we can adequately address any of your concerns.

It is my understanding the County is ready to undertake construction of this project as soon as we can get the required permission and executed easement documents, so please contact us as soon as you are able regarding this proposal.

In the meantime, please contact me at (512) 255-8877 or email (brian@scrrlaw.com) at any time with additional questions about any of the exhibits or enclosures I have sent, or the proposed project in general. You can also ask for Lisa Dworaczyk if I am not available, or send her an e-mail at lisad@scrrlaw.com. If we can't answer your questions here then we will find someone associated with the planned project who can. We would also be happy to meet with you at the property at a time that is convenient for you in order to discuss the enclosed exhibit and proposed construction, and we can make the engineers available at that time to answer any design or technical questions as well. Thank you in advance for your attention and assistance with this proposed improvement project.

Very truly yours,



Brian J. Knowles
Sheets & Crossfield, P.C.

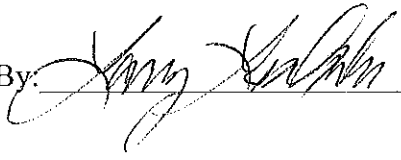
Enclosure

Enclosures

AGREED:

OWNER

Leschber Investments LP

By:  _____

as _____

Date: 11/12/2015

WILLIAMSON COUNTY

Dan A. Gattis, County Judge

Date: _____

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

brian@scrllaw.com

August 18, 2015

Leschber Investments LP
4000 CR 132
Hutto, TX 78634

Re: Williamson County—Proposed drainage improvements to CR 199

To Whom It May Concern:

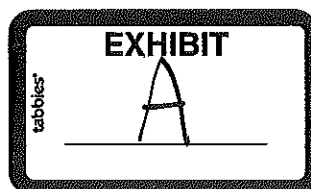
I am writing because Williamson County has been considering certain ditch and culvert drainage improvements to County Road 199 along property owned by you near Hutto, Texas. My law firm works with the County on its right of way issues, and the Road and Bridge Department of the County has asked us to contact you regarding the proposed drainage improvements and about acquiring a drainage easement to allow these improvements to be properly constructed.

I have enclosed an aerial exhibit of the roadway and property in question, which identifies the proposed improvements, the boundaries of the existing road right-of-way limits ("existing ROW"), and the locations of the proposed permanent drainage easement and temporary construction easement that the County needs to acquire in order to complete the project.

You are probably aware that currently the drainage flows from the north side of CR 199 through two different culverts, which then form convergent drainage channels on the property along the south side of the road. In order to make this drainage work more efficiently, the County is proposing to remove the two existing culverts and replace them with two new culverts aligned together at a location between those two points. They will then fill in the two existing convergent channels on the adjacent property and create a single drainage ditch at the location of the new culvert outfall to merge with the existing downstream channel.

You will notice on the exhibit that the County is asking for a permanent drainage easement measuring approximately 20' x 58' (+/-1,160 SF) at the outflow of the proposed culvert under CR 199. This is necessary so the County can maintain the rock rip rap which is proposed to be installed, and grade the proper drainage and flow of water under the road and through the drainage channel.

Going from two separated drainage culverts to one centralized location that is more aligned with the natural flow, should allow the use of some of the existing property to be



DRAINAGE EASEMENT

County Road 199

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That LESCHBER INVESTMENTS LP, and its successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of One and No/100 (\$1.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the below-described Property:

All of that certain _____ acre (1162 square feet) tract of land situated in the Survey, Abstract No. _____ Williamson County, Texas; said acre tract of land being more particularly described by metes as bounds in Exhibit "A", attached hereto and incorporated herein for all purposes.

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement and channel, along with any structures, materials and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress from to and from said premises from the adjacent right of way for the purpose of making any improvements, modifications or repairs which the County deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee. Any such trees or vegetation cut by Grantee shall promptly be removed from the property.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage and for making connections therewith.

Grantor does hereby bind its heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise. This conveyance is made subject to any validly existing matters of record affecting this Property which are recorded in the Official Records of Williamson County, Texas.

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the 12th day of November, 2015.

[signature pages follow]

GRANTOR:

LESCHBER INVESTMENTS, LP

By: _____

Larry Leschber

, as _____

ACKNOWLEDGMENT

STATE OF TEXAS

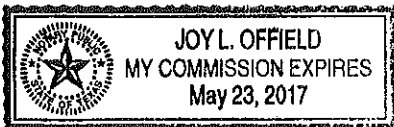
§

§

COUNTY OF Williamson

§

This instrument was acknowledged before me on this the 12th day of November, 2015 by Larry Leschber, in the capacity and for the purposes and consideration recited therein.



Joy L. Offield

Notary Public, State of Texas

TEMPORARY CONSTRUCTION EASEMENT
County Road 199 Drainage Improvement Project

KNOW ALL BY THESE PRESENTS:

That LESCHBER INVESTMENTS LP, hereafter referred to as Grantor, whether one or more, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to WILLIAMSON COUNTY, TEXAS, its agents, contractors, successors and assigns (referred to as "County" or "Grantee"), a temporary construction easement to facilitate proper and adequate lateral support, slope, and drainage of the adjacent roadway and proposed culvert facilities and adjacent remaining property of Grantor, and for the purpose of earthen, rip rap, or other material or structure placement, removal, fill, grading, shaping or other reconfiguration or modification as necessary to facilitate proper stormwater drainage from adjacent properties across the CR 199 roadway facilities, in, along, upon and across the property located in the County of Williamson, State of Texas ("Project"), being more fully shown and described in Exhibit "A" for any and all purposes ("Property"). The removal or placement of any material, structures, rip rap, or other grading, construction or modification on the Property shall be subject to, and shall generally comply with any notes, details, design, specifications or other requirements or restrictions as shown on Exhibit "A" attached hereto.

The parties agree further as follows:

Following completion of work within the temporary construction easement area described in Exhibit "A" any disturbed, filled or graded areas will be returned as closely as possible to their natural state, given the design and construction activities shown herein.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights shall revert to the Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the expiration of six (6) months after the beginning of the activities described herein upon the Property, or on the date of completion of construction of the Project, or on _____, whichever occurs first.

This conveyance is subject to all easements, rights of way, and prescriptive rights, whether of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 12th day of November, 2015.

GRANTOR:

LESCHBER INVESTMENTS LP

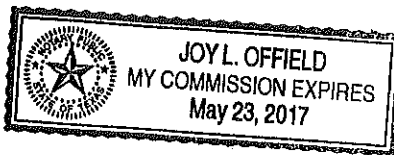
By: [Signature], as _____

Acknowledgment

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me on the 12th day of November, 2015, by Larry Leschber, in the capacity and for the purposes and consideration recited herein.



[Signature]
Notary Public Signature

GRANTEE:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Acknowledgment

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 201____, by County Judge Dan A. Gattis, in the capacity and for the purposes and consideration recited herein.

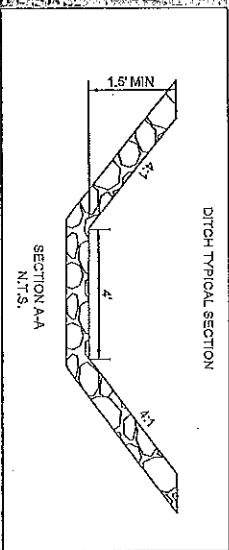
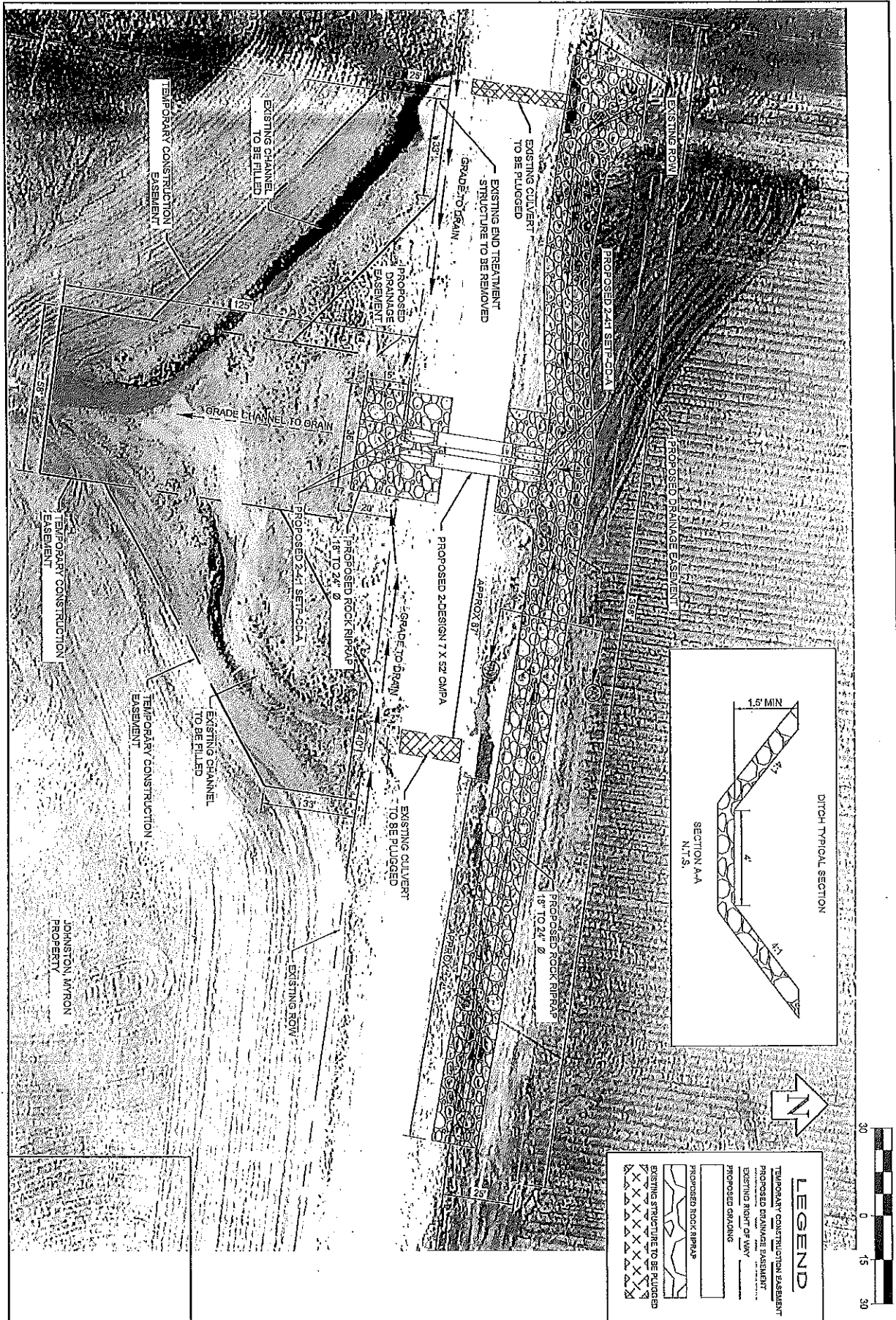
Notary Public Signature

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664



LEGEND	
	TEMPORARY CONSTRUCTION EASEMENT
	PROPOSED DRAINAGE EASEMENT
	EXISTING RIGHT OF WAY
	PROPOSED GRADING
	PROPOSED ROCK RIPRAP
	EXISTING STRUCTURE TO BE PLUGGED

SHEET 1 OF 1	PROJECT: CR 199	 WILLIAMSON COUNTY 1918	CR 199 ROW EXHIBIT	WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE							
	DATE: 08/18/14										
	DESIGNED: KGM										
	CAD DWG: KGM										
	REVIEWED: KOK										
			JOHNSTON PROPERTY	3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78628 943-3330 www.wico.org	NO	DESCRIPTION	BY	DATE			